IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.489 OF 2005

Franco-Indian Pharmaceuticals
Pvt. Ltd. Plaintiff

versus

1. Ind-Swift Limited and another Defendants

Mr.Mahesh A. Mahadgut for plaintiff.
Mr.Sanjeev Harialear for defendants.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 30th June 2005

PC :

1. The suit is filed for a permanent injunction restraining the defendants by themselves and others from manufacturing, selling, offering for sale, exporting, advertising, marketing and/or in any manner dealing in relation to any pharmaceutical and/or medicinal preparation bearing the impugned Trade Mark "IND ORANGE" and/or any other word or mark which is identical with and/or deceptively similar or is a part of the plaintiffs Trade Mark "DEXORANGE". The suit is also for infringement of Copy Right in respect of this mark. Parties have settled the matter and are tendering consent terms. The said terms are taken on record and marked "X" for identification. Under these terms, the

defendants have agreed to submit to a decree on admission in favour of plaintiff inasmuch as they have executed an undertaking admitting the proprietorship of trade mark "DEXORANGE" of the plaintiff. They have admitted the copy right of the plaintiffs also. In the light of this admission, they have undertaken to remove and/or dispose off the goods bearing mark "IND ORANGE" and have further confirmed that no stocks are lying with them. In other words, the undertaking is that the entire stock is recalled from the market. Application for registration of Trade Mark "IND ORANGE" is also agreed to be withdrawn. They are also applying for deletion of the name "IND ORANGE" from the license issued by Food and Drugs Administration. A further undertaking is given that they will not manufacture, sell, offer for sale, export, advertise or otherwise offer any product bearing mark "IND ORANGE". Terms are signed by proprietor of defendant no.1 and Joint Managing Director of defendant no.2. They are also signed by Constituted Attorney of Plaintiff. Parties are agreed to these terms. They have settled the matter in the light of the same. Order in terms of consent terms. Refund of court fees as per rules.

(S.C.DHARMADHIKARI, J.)